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16 **Attorneys for Defendant, UNITE HERE LOCAL 19**

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

19 CUC DANG,
 20 Plaintiff,
 21 vs.
 22 SUTTER'S PLACE, INC., dba BAY 101 or
 23 BAY 101 CASINO, UNITE HERE LOCAL
 24 19, and DOES 1 to 20, inclusive,
 25 Defendants.

Case No. 10-CV-02181-RMW

**STIPULATION AND ORDER OF
 DISMISSAL OF DEFENDANT UNITE
 HERE! LOCAL 19**

Complaint Filed: May 20, 2010
 Trial Date: Jury Trial Demanded

26 Pursuant to F.R.C.P. Section 41(a)(1)(A)(ii), Plaintiff Cuc Dang ("Dang") and Defendant
 27 Unite Here! Local 19 ("Local 19"), by and through their respective counsel, stipulate and agree as
 28 follows:

WHEREAS, in her First Amended Complaint ("FAC") filed on June 25, 2010, Dang alleged
 against Local 19 causes of action for breach of the duty of fair representation and for infliction of

1 emotional distress, which arose from Local 19's processing of Dang's grievance arising from her
 2 October, 2009 suspension by her employer, Sutter's Place Inc., dba Bay 101 ("Bay 101");

3 WHEREAS, on September 2, 2010, the Court sustained Local 19's Motion to Dismiss the
 4 FAC, finding preemption of the infliction of emotional distress claim and dismissing, with twenty
 5 days leave to amend, the cause of action for breach of duty of fair representation;

6 WHEREAS, Dang agrees not to file a Second Amended Complaint against Local 19 in
 7 exchange for Local 19's waiver of fees and costs;

8 WHEREAS, this Stipulation and Order of Dismissal does not include Local 19's processing of
 9 Dang's grievance arising from her December, 2009 termination by Bay 101, which grievance was
 10 arbitrated in August, 2010 and is currently pending;

11 NOW THEREFORE, IT IS HEREBY STIPULATED, by Dang and Local 19, by and through
 12 their respective counsel, that the action as against Local 19 only (and not the action against Bay 101)
 13 shall be dismissed with prejudice, with each party to bear its own costs and expenses, including
 14 attorneys' fees.

15
 16 Dated: September 15, 2010

ROBINSON & WOOD, INC.

17
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 19 By: /s/
 20 ANN A. NGUYEN
 21 Attorneys for Plaintiff, CUC DANG

22 Dated: _____

WEINBERG, ROGER & ROSENFELD

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 24
 25 By: /s/
 26 BRUCE HARLAND
 27 Attorneys for Defendant, UNITE HERE! LOCAL 19
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ORDER

PURSUANT TO THE PARTIES' STIPULATION SET FORTH ABOVE, IT IS HEREBY ORDERED THAT the action as against Local 19 is hereby dismissed with prejudice. Dang and Local 19, with respect to each other, shall bear their own costs and expenses, including attorneys' fees.

IT IS SO ORDERED.

DATED: September 22, 2010



RONALD M. WHYTE
United States District Judge

ROBINSON & WOOD, INC.
ATTORNEYS AT LAW